AGREEMENT ON CONSTRUCTION AND EXECUTION OF CONSTRUCTION WORKS

施工建设合同

（Contract No./合同编号：OBW-2022-004）

甲方：欧柏威贝尔格莱德建设有限公司,税务识别号：111196714,企业注册号：21440302。（以下简称“甲方”）

Party A: OBW GRADNJA DOO BEOGRAD, PIB 111196714, ID number 21440302

甲方地址：贝尔格莱德市米海洛.卜平大街 6 号

Address: Bulevar Mihajla Pupina 6, 11070 Beograd

甲方负责人：陆长平，中华人民共和国公民，护照号为 EJ4453261。

Responsible person of Party A: Lu Changping, legal representative of the branch, citizen of People’s Republic of China, passport number: EJ4453261.

乙方：Geosonda-Fundiranje AD Beograd，PIB: 100252784, Mat. Br.: 06969674，（以下简称“乙方”）

Party B :Geosonda-Fundiranje AD Beograd, PIB: 100252784, Mat. Br.: 06969674

乙方地址：贝尔格莱德市,号

Address: Mihaila Šuškalovića 15, Beograd

乙方负责人： Milan Baračkov , Executive Director

Responsible person of Party B: Milan Baračkov , Executive Director

签约地点/Signed at:

签约时间/Signing time:

Party A:

Party B:

为了修建匈塞铁路诺维萨德市 km77+807 铁路桥工程，甲方需将该桥钻孔桩工程，分包给乙方进行施工，为明确双方的权利、责任和义务，经过双方协商，达成如下协议：

For the railway reconstruction at km77+807, Party A hereby subcontract the bridge pile foundation drilling to Party B, to clarify each party's rights, responsibilities and obligations, through negotiation by both parties, we reach the agreement as follows:

合同正文 Contract

1.分包范围和合同组成/ Subcontract scope and composition

1.1 分包范围/ Subcontract scope

1.1.1 工程地点：诺维萨德市帕蒂赞斯卡街/Novi Sad, Partizanska ulica

1.1.2 结构物名称：KM77+807 钻孔桩工程

1.1.3 工程范围：试桩成孔、桩基成孔、吊放钢筋笼（钢筋笼连接，如果有）、混凝土浇筑以及为完成桩基工程所做的其他附属工作。详见甲方签字接受的 2022 年 06 月 06 日编号为 1641-A 的乙方报价单。

For test and working piles, hole drilling inside the pile foundations, hoisting, installation of reinforcement cages (connection of reinforcement cages, if any), concrete pouring, and other additional work done to complete the pile foundation works. For details, please refer to Party B's quotation numbered 1641-A dated June 06, 2022 signed and accepted by Party A.

1.2 合同组成/Contract Composition

1.2.1 本合同文件及附件；Contract text and Attachments

1.2.2 施工图纸、技术规范；Drawings and Technical Specifications

1.2.3 甲方和业主合同文件； The Contract Documents between Party A and Employer

1.2.4 监理工程师工作指令（如果有）；Work Order from Supervising Engineer (if any)

1.2.5 甲方管理性文件、会议纪要和甲乙双方工作联系单

The managing documents of Party A, minutes of meeting, contact sheet of both parties.

2. 合同单价和拟定价款/The unit price of contract and proposed price.

2.1 本合同为单价合同，单价中包括了为完成本合同所列的工程项目的所有费用，也包括乙方为完成合同约定工作内容所做的其他直接和间接工作，但合同约定消耗内的商品混凝土和钢筋笼费用不包括在内，合同中约定的甲方免费服务项目也不包括在内。

This contract is a contract of unit price, which including all the cost of each item of finishing this contract, as well as other direct and indirect work done by Party B in order to finish work of contract. But it excludes consumed mixed concrete and reinforcement cages greed in the contract agreement. And it doesn't include the free service items provided by Party A agreed in the the offer and contract agreement.

2.2 本项目单价包括除了增值税外的所有税金，且无论合同履行期间工程当地税收情况发生如何变化。甲方没有义务代乙方交纳任何税款，即使该税款与工程施工有关。

The unit price shall include all the taxes and fees except VAT, Party A has no obligation of paying any taxes and fees for Party B, no matter if there is any tax-changing occurs during the period of contract's performance, even though the taxes are related to construction works.

Party A: Party B:

2.3 合同总价款暂定为 125,062.95 欧元，工程最终总价款应由合同单价与计量报表提供的实际完成的合格的监理工程师确认的工程量决定。

The total contractual price is settled in Euro 125.062,95 tentatively, the final total price of the contract shall depend on actual completed project quantities supplied with contract unit price and quantity measurement report, which need to be confirmed by qualified supervising engineer.

2.4 本合同为单价合同，合同附表中的工程量仅为参考数量，具体数量以现场施工图纸和监理工程师签认的合格的成品数量为准。

This contract is a unit price contract, the project quantities attached to the contract is just for reference, The actual quantities shall depend on site drawing and qualified and completed quantities which is examined by supervising engineers.

2.5 本合同没有预付款，也无需乙方提供保证金，但约定乙方质保金为合同价款的 5%，在每期中间计量支付中扣除，工程全部结束且桩基检测合格后 6 个月内，甲方将质保金退还给乙方。

There is no advance payment in this contract, and Party B is not required to provide the guarantee. However, Party B shall pay 5 percent of the total Contract amount as retention money, which will be deducted from interim payment. Upon the completion of the project and within six months after all the piles have passed the test, Party A shall pay the money back to Party B.

3. 计量方式和付款方式/ Method of Quantity Measurement and Payment

3.1 施工过程中的计量：每个月为一个计量周期，工程量计算截止日期为每月 20 日，乙方应将按照甲方要求的格式编制临时性月度 IPC（一式六份），在每月 25 日前交由甲方审批签字确认，最迟提交日期不得超过 30 日。甲方需要在收到计量后 15 天之内进行批复。

Quantity Measurement during construction: Quantity measuring period shall be by month. Expiry date shall be the 20th day of each month. Party B shall work out the Interim Payment Certificate IPC (in six copies) in accordance with requirements from Party A. IPC shall be submitted to Party A for approval and signature before the 25th day of each month or not later than the 30th day. Party A shall sign and certify the Interim Payment Certificate IPC within 15 days of receipt.

3.2 施工过程中的付款：在临时性月度 IPC 签批后，甲方根据签批的金额，减去按合同约定的暂扣款项，减去甲方有偿为乙方提供的服务，减去乙方违反合同约定的扣款，剩余的金额由甲方在十五个工作日内转账支付乙方。若双方为就扣减金额出现争议，甲方需要先将没有争议的款项支付乙方，有争议部分在解决后再进行支付

Payment during construction: After the approval and signature of the temporary monthly IPC, based on the approved amount of Party A, deduct the provisional withholding amount, also deduct the paid service Party A provides for Party B, and also the deduction for Party B's breaching the contract, the remaining amount should be transferred to Party B within 15 working days. If party B does not agree with party A that there has been a breach of contract or that party A has performed a service to party B, the undisputed amount from the IPC will be paid and the disputed amount from the situation will be withheld until the issue is resolved.

Party A:

Party B:

3.3 施工完成后的计量：合同约定的工程和甲方临时追加的工程（如果有）全部完成，并经监理工程师签字确认合格后，甲方通知乙方编制最终 IPC 报表，乙方应在收到通知后七日内完成编制并上报甲方审批。

Quantity Measurement after completion of construction: after completion of the contractual project and the temporary additional projects (if any) by Party A, Party B will be notified to work out the final IPC statements after written confirmation of the supervising Engineer. Party B shall submit these documents to Party A for approval within 7 days after receipt of the notification.

3.4 施工完成后的付款：在最终 IPC 签批后，甲方根据签批的金额，减去按合同约定的暂扣款项，减去甲方有偿为乙方提供的服务，减去乙方违反合同约定的扣款，剩余的金额由甲方在十五个工作日内转账支付乙方。

After the approval and signature of the final IPC and the requirements of Party B, based on the approved amount of Party A, deduct the provisional withholding amount, also deduct the paid service Party A provides for Party B, and also the deduction amounts to be paid for Party B's breaching the contract, the remaining amount should be transferred to Party B within 15 working days.

3.5 合同履行完毕付款：在合同约定的乙方应完成的责任和义务履行完毕，六个月内，甲方将剩余的款项（质保金）支付给乙方。

Payment after fulfillment of the Contract: Party A shall pay the remaining amount (guarantee deposit)within six months after Party B completely performed the contractual responsibilities and obligations under the contract.

3.6 因为甲方工程为免增值税项目，在甲方付款前，乙方需按照甲方财务部门的要求，提供合适的资料以便甲方财务部门付款，若因乙方原因导致付款延误，甲方不负担任何责任，乙方的银行账号为：330-4011648-32。

This project is exempted from value added tax (VAT), therefore, Party B shall submit appropriate documents so that financial department of Party A could fulfill the payment. Party A shall be exempted from any responsibility if the payment is delayed due to Party B. bank account of Party B is Credit Agricole Banci 330-4011648-32.

4. 工期安排/ Working Schedule

4.1 工程的开始将在施工日志中说明。 乙方有义务自收到甲方通知之日起 7 日内开工, 否则，合同可能会被终止。该工程的工期为 55 个自然天（不包括试桩）。

The beginning of the works will be stated in the construction log. Party B is obliged to start the works within 7 days from the receipt of the notification by Party A Otherwise, the contract may be terminated. Duration of this work is 55 calendar days (not include test pile).

Party A:

Party B:

4.2 工期的延长：因不可抗力事件的发生导致工程延误，工期可以顺延；因监理工程师和甲方发出延期指令，工期可以顺延，但因乙方原因导致的除外。若因甲方原因导致工期延长，乙方有权提出索赔。

Extension of construction period: the construction period shall be extended if any delay is caused by force majeure. Extension shall be established if any extension instruction is issued by the supervising engineer and Party A, but except the condition that the delay is caused due to Party B. If the delay was caused by Party A, Party B have right to make a claim.

4.3 无论在任何情况下，为延长施工时间，乙方应提前 3 天，以书面形式告知甲方申请延期，并提交延期的原因和相关证明资料。

Party B shall inform Party A to apply for the extension in written form 3 days in advance, submitting reasons of extension and relevant supporting documents.

4.4 延期的违约责任：若因乙方原因延期，合同约定每逾期一日工期延误赔偿金是合同价格的 0.05%，延误赔偿金的最大金额为最终合同价格的 5%。

Default liability of extension: construction period delay compensation in case of delay of Party B is 0.05% of the contract price per day, the maximum delay compensation is 5% of the final contract price.

5. 双方的管理机构/Administration of Both Parties.

5.1 甲方/Party A

5.1.1 甲方成立现场管理机构，即：欧柏威贝尔格莱德建设公司匈塞铁路项目经理部，受托对本工程施工进行组织、管理、验收及结算等。

Site administration of Party A: Project management department of OBW GRADNJA DOO BEOGRAD for Hungary-Serbia Railway Project, which is authorized to implement organizing, management, test& acceptance, and settlement etc.

5.1.2 甲方主要成员：总经理陆长平，总工程师田立志，副总工程师施浩梁（合同和计量）。以上人员为乙方在本合同执行过程中现场管理人员，其签认事项甲方认可。

Main personnel of Party A include: Lu Changping–General Manager; Tian Lizhi-Chief Engineer; Shi Haoliang-Deputy Chief Engineer (for contract & calculation). The aforementioned personnel serve as site management personnel during the implementation of the Contract, whose signature shall be accepted by Party A.

5.1.3 甲方施工部人员在经理部授权范围内行使合同权利，负责处理对乙方施工项目具体事务。

The Construction Department personnel of Party A shall fulfill the contract rights within in the authorized scope by Managing Department, in charge of specific issues related to construction works of Party B.

5.2 乙方/Party B

5.2.1 乙方成立现场管理机构/Site administration of Party B：First Construction Team for E763 Highway Section 3 Drilled Pile Works.Milan Baračkov, executive director,Dragan Stanojevic, construction director

5.2.2 乙方现场机构主要人员/Major personnel of Party B on site：Miljević Marina Construction Team Leader; Todorovic Sreten, HSE.

Party A: Party B:

5.2.3 乙方授权的人员按照具体授权事项可以在甲方办理有关业务事项，未经授权的，甲方可以拒绝办理。

The personnel authorized by Party B could handle related business with Party A， without authorization, Party A could deny to deal with.

5.2.4 乙方代理人所做出的认同和承诺即视为乙方的认同和承诺。乙方对乙方代理人的工作行为向甲方承担法律责任，乙方的书面要求、请求和通知由乙方代理人签字并加盖乙方公章，经甲方现场代表签收后方可生效。

The approval and commitment made by agent of Party B would be deemed as same as Party B's. Party B shall bear the legal responsibility for its agent's work behaviors. The written request, demand, notice, will be effective only after signed by agent of Party B and stamped and also shall be in presence of Party B's representative signature and acceptance.

5.2.5 乙方指派的代理人为乙方本项目负责人，必须保持联络方式畅通，常驻工地，组织施工，确保工程进度，保证施工任务按期完成。

Agent assigned by Party B is the personnel in charge of this project, who has to keep the communication functions well, staying on site, organizing construction, and ensuring the progress to make sure the construction could be finished on time.

5.2.6 甲方如认为乙方代理人的工作行为可能影响或已经实际影响合同的正常履行，甲方有权要求乙方另行委派代理人，乙方必须及时另行委派。若乙方两次拒绝更换，甲方有权解除合同，清退乙方出场，另行指派他人施工，已完工程部分不予计价。

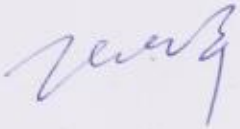
If Party A thinks the agent appointed by Party B may influence or already affected the regular performance of contract, Party A has the right to ask Party B to assign another agent, and Party B has to obey. Party A has the right to terminate the contract and appoint others to perform the construction if Party B declined to substitute its agent twice. What's more, the completed project works will not be paid.

5.2.7 乙方应当遵循和执行，与行业关系相关的，包括与工资、工人报酬以及与工程施工中所有员工的雇佣、免职、待遇和安全相关的所有适用法律、法令和规定。

Party B shall comply with and execute all the related applicable laws and regulations includes salary, worker payment and also the employment, dismissal, treatment and safety.

5.2.8 如果甲方认为乙方的任何员工不称职、不守秩序或者不符要求，甲方应当有权利向乙方发出书面通知，要求立即从工地撤离该员工；在这种情况下，如果没有甲方的事先书面同意，该员工不能再次被雇佣参与该工程项目。乙方应当承担撤离时所产生的费用。乙方还应当及时替换相关人员以免对工程施工产生负面影响，并且承担相关费用。乙方应当承担替换人员所产生的相关费用。

If Party A believes that any employee of Party B is incompetent, ill-behaved or non-compliant, Party A has the right to give a written notice to Party B, called for the immediate withdrawal of the employee from the site; In this case, if there is no prior written consent from Party A, this employee cannot be hired to participate in this project again. Party B shall bear the costs incurred during the evacuation. Party B

Party A: 

Party B:

shall also promptly replace the relevant personnel in order to avoid any negative impact on the construction and bear the related cost.

5.2.9 乙方施工必须服从塞尔维亚国家、业主和监理工程师关于现场标准化管理、文明、安全、环保施工的要求和指令，若监理工程师发出整改或更正指令后，乙方不按指令更改或更改达不到监理工程师要求，导致监理工程师再次发出同一问题的指令时，将视为乙方违约一次，每次违约金为 100 美金。

Party B shall comply with the requirements of standardization management and civilization ,safety and the environmental protected construction（specified) on site of Serbia, employer and the supervisor engineer. Otherwise， the supervisor engineer gives a rectified notice or correction of the instructions to party B, Party B does not make a change under the request of supervisor engineer or the change can't reach the supervisor's request, which will lead to the supervisor engineer gives the same rectified notice again. Party B is deemed as one default. The penalty is 100 USD each time.

6. 协作与配合/Coordination and Cooperation

6.1 在合同履行期间，甲乙双方要加强协作配合，对施工中出现的新情况及时协商处理，根据现场情况，如甲方需要对工序安排进行调整，乙方应无条件配合，不得由此提出索赔或费用补偿。

During the performance of the contract, both parties should strengthen coordination and cooperation to solve the new problems in time. According to the situation of construction site, Party B shall help party A adjust the process arrangement unconditionally when necessary, and can't make a claim or expense resulting compensation, provided that this does not delay the performance of work by Party B.

6.2 乙方人员、机械设备、材料的进出场费用，由乙方自行负担。乙方应自负乙方在甲方施工的乙方人员、机械设备、及乙方在施工过程的全部安全责任，如有发生因为乙方过失而导致的安全事故或事件，由乙方承担全部责任，甲方无需承担任何责任和义务。

Party B will pay entry & exit fee by themselves, including person, equipment and the material procured by Party B. Party B has the responsibility to keep the safety of their own people, equipment and the process of whole construction. If any accident occurs, party B needs to bear the total responsibility and Party A will not take any responsibility or obligation， if Party B is to blame for the incident。

6.3 乙方应当在甲方协调下主动做好与其他分包商的衔接和配合，若因乙方的不当行为或过失，给其他分包商造成损失，乙方将承担相应的责任。

Party B should take the initiative to link up and cooperate with other subcontractors under the coordination of Party A. Party B shall bear the responsibility due to its own misconduct or negligence which causes the losses to the other subcontractors.

6.4 对于施工过程中，因征地拆迁、管线改移、图纸问题、混凝土配合比的设计和验证、工序作业时间、次序的临时调整、工序交叉作业干扰、气候影响可能给施工造成的影响，乙方已做了科学评估、给予了充分的注意，并同意承担其风险。

Party B promised that it has given a scientific assess and adequate attention to any factor that will influence the construction such like land acquisition, tube rechanneling, drawings, the designing and examination of mixed proportion of concrete, work hours of procedure, temporary adjustment of order,

Party A: Party B:

cross of work procedure, disturbance of each work, climate factors. Due to complex hydrogeological conditions, it is necessary for side A to provide side B with water and electricity connection so that side B can carry out works, side A is obliged to ensure that excavation is done through natural materials, in case of encountering drilling on concrete from existing piles or any other obstacle, party B has the right to compensation due to downtime or interruption of work, as well as the right to terminate the contract if the interruption of work lasts longer than 15 days.

6.5 钻孔桩施工若需要泥浆等辅助性材料，由乙方提供。施工期间，施工场地内泥浆池开挖、维护、泥浆制备、泥浆和钻渣处理，由乙方负责并承担费用，乙方施工完毕后，泥浆和钻渣处理和外运由甲方负责并承担费用。

Party B has the obligation to offer the auxiliary materials (bentonite suspension) if the Construction of pile needed. During the construction, party B shall be responsible for excavation, maintenance, and preparation of bentonite suspension, as well as dealt with the waste slag. The relating cost shall be borne by Party B. After the completion of construction, Party A shall bear the expenses and costs of disposing and outward transportation of the bentonite suspension and waste slag.

6.6 乙方需配备具有与合同约定工作相匹配的具有执业资格的且被监理工程师认可的工程师，作为乙方的雇佣员工，纳入甲方的管理，为乙方所施工的工程服务，编写施工日志和安全施工日志，以及监理工程师要求的与之有关系的其他文件和资料。

Party B shall hire a licensed engineer as his employee in accordance with the contractual agreement. This engineer shall be recognized by the Supervising Engineer. Meanwhile, the mentioned engineer shall be under the management of Party A and serve the executed Works of Party B, being responsible for preparation of construction logs and safe construction logs and other relevant documentation upon the request of supervising engineer.

7. 双方的权利和义务/The Right and Obligation of Each Party

7.1 甲方的权利和义务/The Right and Obligation of Party A

7.1.1 甲方有权利按照业主要求决定与工程的质量、验收、性能以及工程进度有关的所有问题，并且，甲方应当决定与本合同的解释相关的所有问题，以及与履行本合同条款相关的所有问题。为了避免疑问，甲方依据主合同和业主要求所做出的决定应当为最终和决定性的，对乙方具有约束力。

Party A has the right to decide under the requirements of employer all the issues related to project quality, acceptance, performance and other issues related to progress of project. Furthermore, Party A shall make decision all the issues related to the contract interpretation, as well as all issues related to fulfill the clauses of this contract. To avoid doubt, the decision made by Party A according to main contract and the requirements of employer shall be regarded as final and decisive, and is binding on Party B.

7.1.2 负责与业主及监理工程的协调、沟通，负责获得施工所需的所有许可证，为乙方进场施工创造条件，负责确定水准点和坐标控制点位置，进行控制测量和放样验线，现场书面进行桩位及护桩交接，复核检查乙方的测量工作，提供施工所需的图纸和主要技术文件，答复乙方提出的书面问题。

Party A:

Party B:

Being responsible for coordination, communication of project between employer and supervisor, achieving all the license related to project, creating the conditions of Party B's entering the site. Being Responsible for confirming benchmark and coordinate point, that when starting the excavation, the surveyor must be present and make a remark in the construction log if side B has deviated from the marked position for construction, processing control survey and setting out, re-check the surveying work of Party B, offering drawing and main technical document related to project, replying the written questions from Party B.

7.1.3 对乙方全面履行合同进行监督管理，对工程质量、进度、HSE 工作进行控制监督、检查，定期对乙方完成的工程项目进行验收评定，按本合同第 3 款的规定对乙方完成的验收合格的工程进行计量和向乙方支付工程款。

Supervising Party B of performing the contract, including project quality, progress and HSE work, making regular inspection and acceptance of the work finished by Party B. Processing measurement work of examined project and pay project payment according to Clause 3 of this contract.

7.1.4 负责办理业主合同所规定的各种保险，并负担保费。

Processing all kinds of insurance required by employer and the main contract, and pay for insurance fee.

7.1.5 负责本合同所涉及 HSE 管理工作。

Being responsible for project HSE managing-work related to this contract.

7.1.6 根据本合同向乙方指派施工管理者及工程师，监督乙方施工，并正式告知乙方。

Assigning construction managing staff and engineer to Party B according to this contract, supervising Party B's construction and giving formal notice.

7.1.7 甲方及时采购商品砼和钢筋笼，钢筋笼由乙方到甲方钢筋笼堆放地领取，混凝土由甲方按计划供应至钻孔桩的孔口，并提供钢筋和商品砼的合格证。甲方负责进场道路通行权，修筑场内道路，满足施工需要。

Party A shall be responsible for purchasing the commercial concrete and reinforced cage timely, and Party B shall take the reinforced cage from the designated place where Party A piles up the reinforced steel. Party A shall, in accordance with the plan, supply and transport the concrete to the orifice of drilled piles, and provide certificates of commercial concrete and reinforced steel. To meet the construction requirement, Party A shall be in charge of the right of entering the construction site, and shall build the roads inside of the site.

7.1.8 每日检查、确定施工日志和其他法定技术文件，进行试桩组织（如果监理工程师要求）。

Daily Routine inspection, confirming progress data and other legal technical document, processing experiment of pile, as well as the procurement of beams required for testing (if supervising engineer required).

7.1.9 本项目需要单独进行试桩，在试桩基施工完成后，暂停施工，经检测该桩基合格后，继续其他桩基施工，停工等待时间在 14 天内，甲方无需支付乙方任何补偿，该桩基单价采用合同单价，桩基检测的各项工作由甲方负责并承担费用，乙方需派人配合并填写资料。如果停工等待超过 14

Party A: Party B:

天，乙方有权将设备转移到其他地方，如果需要再次进场施工，甲方需要支付一次进场搬迁运输费用。

This project requires separate testing piles. After the completion of first testing pile, the construction shall be suspended. After the pile foundation is tested and proved to be qualified, the construction of pile foundation can be resumed. During the period of pile testing, no compensation shall be paid to Party B. The unit price of pile foundation is that of the Contract. Party A shall be responsible for pile foundation testing and all expenses arising from such activities. And Party B shall assist Party A in filling related documents will provide a pile testing project. If the work seizure prolongs for more than 14 days, Party B has the right to transfer the equipment to other places. If so required in order to re-enter the site for construction, Party A needs to take care of the transportation fee for a single entry.

7.1.10 甲方负责清理施工场地，移走以前的影响施工的结构物、树木以及类似的障碍物，为乙方修筑打桩所需的土质工作平台。工作平台距桩顶长度不大于 1m.甲方负责钻孔桩的桩头凿除。施工过程中，由甲方移走钻孔桩孔的土。

Party A shall be responsible for cleaning the construction site, removing all structures, trees and similar obstacles which may affect the construction. The soil working platform needed by Party B shall be constructed, and the distance between working platform and the top of pile shall be no more than 1m. Party A shall in charge of pile head chiseling. During performance of the construction, Party A shall remove the soil within the hole of the drilled pile.

7.2 乙方的权利和义务/The right and obligation of Party B

7.2.1 合同签订后，按照承诺日期及时组织足够的施工人员和机械设备进场，保证开工后立即形成均衡生产能力，备齐生活物资，保证不影响施工。乙方生产、油料、生活物质、其他临时设施，并承担费用。

After contract signed, organizing enough staff and equipment entering site according to promised date. Ensuring the balanced production capability can be given after starting, preparing all the life goods and make sure the progress won't be influenced. Construction, life material, fuel, and other temporary equipment, shall be prepared by Party B itself and pay for its cost.

7.2.2 乙方在甲方测量放样后对桩位和护桩应妥善维护，若因乙方施工维护原因，造成桩基成孔后偏位，乙方必须无条件按照业主、监理和甲方要求进行处理，其所有费用由乙方全部承担。

Party B shall offers proper maintenance of piles after setting out survey by Party A. If any deflection occurred after holing of pile, Party B shall deal with it on time according to employer, supervisor and Party A, and bear on its cost.

7.2.3 严格按照甲方提供的施工文件和技术规范组织施工，服从甲方和监理工程师监督检查，为工程质量负责。每道工序完成前后和施工期间，按照管理规定，先自检，自检合格后，通知甲方，由甲方和监理工程师验收，合格后才能进入下道工序施工。不合格项目必须返工，直到达到甲方和监理工程师验收合格后，才能进入下道工序。返工费由乙方承担，同时不减轻其合同工期和责任。参与工程技术验收，并对主管部门在此期间指出的缺陷进行清除。

Party A: Party B:

Organizing construction in strict accordance with the construction data and technical specifications provided by Party A, obeying to supervision and inspection from Party A and supervising engineer, to be responsible for quality of Project. After each procedure done during the work, Party B needs to inspect itself first to make sure it's qualified, then notice Party A and supervising engineer come to examine. Only after the work accepted by Party A and supervising engineer, Party B can move forward to next procedure. If any failed item occurred, Party B shall bear on its cost, not exceeding the limited date of contract. Attending the acceptance of works, erasing the defect during the period limited by authority.

7.2.4 及时、合理调度和安排施工机械、设备和人员，满足施工要求。管理和技术人员中，均需持证上岗，特殊工作施工人员必须获得塞尔维亚国家有关部门颁发的特种作业证件，配备的主要技术人员应懂得全面管理，有较丰富的施工经验。乙方必须在进场前将所有证件提供给甲方备案并保留影印件，达不到甲方要求，甲方有权利要求乙方更换。

Coordinating and arranging construction plant, equipment and staff timely and reasonably, to satisfy the demand of construction. All managing staff and technicians should have the certificate for the post, special working personnel should obtain the special operation certificate issued by the related authorities of Serbian Government, the main technicians should be equipped with all-round managing and rich construction experience. Before Party B come to site, all the related license have to be registered to Party A and making photocopy. Party A has right to substitute Party B's staff if it fails to meet its demand.

7.2.5 负责免费配合甲方进行现场 HSE 管理，并为其现场按照甲方 HSE 管理办公室要求配齐相关物资和防护措施。

Cooperating with Party A, free of charge, for HSE Management on site, and offering enough related equipment and protection measurement which demanded by HSE office from Party A.

7.2.6 配合甲方计量支付、质量、安全、进度、环境保护、现场管理、各种检查及资料收集，及时填写施工日志、安全施工日志和计量薄，负责原始资料的填写提交，按时报送施工计划、甲供材料需求计划。

Cooperating with Party A for Measurement and payment, managing quality, safety and progress, Environmental Protection、 offering all kind of inspection and material collected. Filling in progress data, safety log, measurement memo and original material and submitting on time. What's more, schedule of work and material requirement from Party have to be hand over timely.

7.2.7 按照塞尔维亚国家相关要求进行现场管理，遵守有关环境保护的法律法规，对道路、河流现状等造成的环境污染负责处理并承担全额费用。

Carrying out on-site management according to the related regulations of Serbia, complying with all the laws and regulations related to environment of Serbia strictly. If any environmental pollution of road, river occurred, the lost shall be born on Party B.

7.2.8 乙方派驻现场人员、施工人员和为现场服务的后勤人员，在工程开工时应向甲方报送一份花名册及身份证复印件进行备案，乙方应为其办理各类社会保险，支付保险费用。

Party A: Party B:

Party B shall submit a list of name and photocopy of ID to Party A, including all site staff like construction crew and logistical personnel appointed by Party B. Party B shall also help its staff to get social insurance and pay for all insurance cost.

7.2.9 乙方在施工中与第三方产生的任何纠纷，由乙方自行解决并承担独立的法律责任。

If any dispute happened between Party B and any third Party, Party B shall solve the problem on its own and bear on independent legal responsibility.

7.2.10 对甲方支付的工程款，乙方应按照工程当地国法律交纳有关税费。

Party B shall submit any related tax from the project sum paid by Party A, according to the law of Serbia

7.2.11 乙方必须确保所施工工程质量，若出现缺陷或质量事故，监理工程师发出修复或移除指令时，乙方应免费完成指令所列内容，除非该事件是由甲方原因造成的。

Party B shall guarantee the project quality. If any defect or quality accident happened, Party B shall finished all the content ordered by Supervising engineer about repairing or removing the defects without any payment, unless it is caused by Party A.

7.2.12 试桩单价采用和桥梁桩基相同的单价和合同条款.

The unit price of the test pile as the same as unit price and contract terms for the bridge working pile foundation.

7.2.13 施工期间，财产或周边地区发生损坏，乙方须自行承担维修费用，且不能对合同工期造成影响。

During the construction period, any damage happened by Party B among the property or in surrounding area, the cost shall be borne by Party B, and it shall not influence the construction progress.

7.2.14 施工期间，乙方代理人在执行合同的同时，应确保现场和各方雇员的安全最大化，在配备个人防护装置和设备的情况下，方可进入工地现场。

During the construction period, the safety of all party's employer shall be maximized while the contract be fulfilled by the agent of Party B. Persons without protective device are not allowed to enter into site.

7.2.15 乙方在撤离现场时，应清除并运出设备、剩余材料、垃圾和各种临时设施，并保持整个现场及工程整洁，达到甲方认为合格的使用状态。若需甲方清理，因此而发生的费用应由乙方承担，甲方将直接从乙方应付计价款中扣除。

While evacuation of site starts, Party B shall remove all the equipment, surplus material, waste and all kinds of temporary equipment to make site clean and meet the requirement of Party A. If Party A has to clean on site, Party B shall bear the related cost which will be deducted from interim payment.

7.2.16 乙方负责施工和生活用水用电。

Party B shall be responsible for water and electric rationally consumption for construction and domestic use.

8. 工程变更、索赔和保险管理/Works change, claim and Insurance management.

8.1 工程变更和额外工程/ Variation and Additional Project

8.1.1 如果本工程的变更和调整，乙方有责任配合甲方按照业主的要求提交相应资料，所提交资料应该由乙方代表书面确认，业主依据主合同批复的结果对甲乙双方均有约束力。

Party A: Party B:

If there is any variation and adjustment of this project Party B is responsible to cooperate with Party A to submit corresponding data as requirements from the Employer. The data submitted shall be confirmed by representative of Party B in written form. Approval from the Employer as per the main contract is binding to both Party A and Party B.

8.1.2 所有的变更和调整在得到甲方的最终批复前，不能免除乙方合同中规定的对项目的全部责任，在得到最终批复后，方可按照主合同规定的程序做出相应的调整。

Before receipt of final approval from Party A, all the variations and adjustments shall not exempt Party B from all his responsibility for the project. Only after obtaining of the final approval could they make corresponding adjustment as per the procedures specified in the main contract.

8.1.3 所有获得批准的工程变更，增加的工程项目单价的确定遵循以下原则。

The increased unit price of project item caused by approved engineering-changes has to follow the conditions below.

8.1.3.1 若本合同中的所列的有单价的项目与增加的工程项目相同，则增加的项目工程单价采用本合同所列单价。

If the items which are listed in the contract are same to the added, the added items will use the Correspon ding unit price.

8.1.3.2 若本合同中的所列的有单价的项目与增加的项目工程类似，则增加的项目工程单价采用合同中类似工程项目单价推算。

If the items which are listed in the contract are similar to the added, the added items unite price will use th e similar items to calculate.

8.1.3.3 若本合同中的所列的有单价的项目与增加的项目工程不同，也没有类似项目可参考，甲乙双方可依照本合同项目单价协商确定一个新的单价。如果协商达不成一致意见，由甲方暂定一个单价用于中间计量支付，待工程结束后，双方按照本合同 11.5 条款规定解决。

If the items which are listed in the contract are neither different nor similar to the added, both parties can negotiate a new price in accordance with the unit price in the contract. If both sides can't get the same ide a, party A can make a provisional measure to pay a price for the intermediate. Until the end of the project, the two sides resolve in accordance with the terms of the contract 11.5.

8.1.4 乙方应提交甲方批准执行的额外工程的所有资料以及由乙方提供的、在此类工程中使用的所有物料的成本、运费和管理费的原始收讫票据。乙方应于额外工程实际完工后的月度申报期之前向甲方提交上述清单，包括核实的劳工、物料和租赁费用。

Party B shall provide all the invoices of the extra projects approved by Party A. Moreover, all the original receipts and notes of cost, transportation and management fee of materials used in such project shall be supplied. Party B shall submit the above lists, verified labor, material and renting fee included, prior to monthly declaration date after completion of the extra projects.

8.1.5 工程变更成本的审查和协商期间内，乙方不得中止履行本合同义务，并应按照本合同条款执行所有授权的变更。乙方不得以双方未能就工程变更通知单中的日程、履约方式和/或价格变更达成一致意见为由，拖延变更工程的施工和完工期限。协议必须在工程开始后 10 天内达成，否则乙方可以暂停工程。

Party A: Party B:

During investigation and negotiation period of the variation cost, Party B shall conduct all the authorized variations as per the contractual provisions instead of suspending fulfillment of the contractual obligations. Party B shall not delay the commence and completion period because of lack of agreement between Party A and Party B regarding date, fulfilling method and/or price variation of the variation notification. The Agreement must be reached within 10 days from the beginning of the works, Otherwise Party B may suspend the works.

8.1.6 如遇紧急事件，且甲方认为危及生命或财产并需立即执行额外工程，甲方应发出执行额外工程的口头指令，且甲方应于乙方执行口头指令后尽快发布书面指令予以确认。执行紧急事件时，乙方应准确记录本合同第 8.1.4 条阐述发生的实际成本，直至双方协商此类紧急工程总价或单价并就合理报酬达成一致意见。

In case of emergency where life or property is endangered and extra shall be conducted immediately, Party A shall issue verbal instruction that extra project could be implemented, with following confirmation of written instruction. During the process, Party B shall make accurate record of the actual cost specified in Item 8.1.4 in the contract until agreement regarding total price or unit price of such emergency and the sound reward are concluded.

8.2 工程索赔/Claims

8.2.1 本合同签订及实施过程中，乙方已经预估，承担为全面完成本项目施工一切的风险和责任，甲方不接受乙方提出的非甲方及业主原因引起的一切工期及费用索赔。乙方应保证甲方免于遭受其他任何第三方的索赔并承担责任。

During signing and implementing of this contract, Party B has estimated all the risks and responsibilities under the project construction and is ready to bear. Any claims regarding working period and expense incurred by some issues other than Party and the Employer shall be rejected. Party A shall be protected from any claim from the third party.

8.2.2 若甲乙双方未能履行本合同规定的责任和义务而造成工期延误和/或费用增加，则受损的一方有权利向另一方主张索赔。

If any delay and/or increase of cost is incurred by not fulfilling responsibility and obligation specified in the contract, the party who suffers from loss is entitled to lodge a claim to the other party.

8.2.3 当乙方认为在实施工程中，应该向业主提出获得相应的工期延长和/或者额外的赔偿，则在甲方同意的情况下按甲方的要求准备齐全相关索赔资料由甲方向业主提起索赔。索赔获得的补偿由甲乙方按照本合同工程变更和额外工程条款实施。若索赔被业主拒绝，乙方承诺不再就此事件向甲方提起索赔。

Within construction period, if Party B deems it necessary to request delay of working time and/or extra compensation, shall be submitted claiming documents as agreed with Party A. The compensation obtained from claim shall be carried out in accordance with variation and extra project in the contract.

8.3 工程保险/project insurance

8.3.1 甲方已经为 3 标项目工程按业主要求进行了投保，在甲方投保范围以外的保险需乙方自行投保并承担费用。

Party A: Party B:

Party A has already get the insurance for the project of section 3 in the way of employer's request. Beyond the scope of insurance, party B shall pay the insurance and afford the costs by its own.

8.3.2 当发生保险事件时，乙方应按照甲方签订的保险合同规定及时通知甲方，并协助甲方进行保险索赔。无论任何原因导致保险索赔没有成功，甲方无需向乙方支付费用。若保险成功，双方协商分享赔付。

When the insurance event occurs, party B needs to inform party A in accordance with the signed insurance contract, and assists party A to do the insurance claim. In any case to lead the failure, party A has no need to pay to party B. If it succeed, both sides shallnegotiate to share the compensation

9. 工程物资和设备管理/Engineering material and the management of equipment

9.1 物资提供与管理/supply and management of material

9.1.1 商品砼由甲方供应，施工时，乙方提前向甲方提出申请，由甲方联系商品砼供应商供应。商品砼运抵现场后，由乙方负责验收，并在货单上签字，并收集每次砼浇筑单据，及时转交甲方。本合同约定钻孔桩混凝土平均损耗率为 10%，超灌注桩长 50CM，计算混凝土消耗量时，计算桩长为检验合格的桩基桩长加超灌注长度，计算圆周率值为 3.14，商品混凝土单价为 84 欧元/m3，混凝土超耗部分由乙方承担其材料费。

Commercial concrete is supplied by party A, party A will contact the commercial concrete provider while party B applies an application under the construction in advance. After the commercial concrete is transported into the construction site, Party B has the responsibility to check and accept it, then sign the name on the manifest. What's more, party B also needs to collect the receipts every time of using the commercial concrete and delivers it to party A in time. This contract is appointed that the rate of waste for bored pile's concrete is 10% on average. The length of super cast-in-place pile is 50 cm, length of the pile is calculated by the qualified length plus the length of super cast in place. The Pi of calculating is 3.14, the unit price of commercial concrete is 84 EUR/m3. The over -consuming part of the concrete material costs shall be borne by Party B.

9.1.2 钻孔桩钢筋笼钢筋由甲方按设计量供应，18 米钢筋笼钢筋单价为 1050 欧元/吨， 21 米钢筋笼钢筋单价为 1090 欧元/ 吨。钢筋笼由甲方运抵现场，乙方负责吊放安装。若乙方发现钢筋笼有任何的质量问题，乙方有权拒绝安装，并将相关问题知会甲方。

Reinforced steel cage of Bored piles shall supplied by Party A in designed amount, unit price for reinforces steel cage for 18m is 1050 euro / Tone, unit price for reinforces steel cage for 21m is 1090 euro / Tone. Transport and unloading of the reinforced steel cage to site is obligate for Party A, Party B is responsible for lifting and installing reinforced steel cage. If Party B notice there is any quality problem with the reinforces steel cage, Party B can refuse to install the reinforced steel cage and notice the problem to Party A.

9.1.3 乙方在施工过程中不得擅自更换甲方供应的材料，若乙方施工时发现甲供材料有质量问题应及时通知甲方。

Party b shall not exchange the material offered by Party a, Party B shall notice Party A if there is any quality problem of the materials.

Party A: Party B:

9.1.4 甲方负责提供的商品砼运抵现场后，乙方应对商品砼进行验收，可以拒绝不合格的商品砼。乙方接收砼后，即认为砼质量合格，甲方不再为混凝土质量承担任何责任和费用，乙方也不得再以砼质量问题提出费用补偿，除非砼试验试块检测出质量问题。

After the commercial concrete is delivered to the construction site, Party B shall be responsible for checking and acceptance. Party B can reject the unqualified commercial concrete. After party B has received the concrete, which means that the commercial concrete is deemed as qualified by Party B, Party A shall not bear any responsibility and payment for the quality of commercial concrete, unless laboratory testing determines that the concrete is of poor quality. Party B shall not claim compensation for the quality problems of commercial concrete unless any quality problem has been proven by the concrete test . Party B only measures slump, as party B is only responsible for installations of concrete. Party A is obliged to deliver to Party A. Concrete design or relevant parameters of concrete as is stated in concrete design.

9.2 机械设备使用和管理/Mechanic equipment using and management

9.2.1 施工所用机械，由乙方提供，并包括在施工单价中，甲方若临时使用乙方机械，双方应提前签订使用台班单价或小时单价，若乙方临时使用甲方机械，也需提前签订使用台班单价或小时单价。

Party B will supply the construction machines, the prices are included in the unit price. If both sides need to use other side's machines, both parties have the obligation to sign the machine-unit price or an hour price in advance.

9.2.2 乙方提供的机械设备，乙方应加强管理和维护，并保证完好率和工作效率，因乙方机械故障等造成的损失由乙方负全责。

In order to ensure the integrity and efficiency rates, party B needs to reinforce managing and maintaining their own machines. Party B has the responsibility to pay the losses caused by their machine problems

9.2.3 施工用动力能源(燃料)由乙方自行承担，费用包括在施工单价中。甲方提供电力。

Party B shall supply themselves the power source （fuel）。The price is included in the unit price. Party A will provide the electricity connection.

9.2.4 施工用水由甲方供应。

Party A will provide a water for construction work on site

10. HSE 管理（健康，安全，环境保护和安保）/HSE management (Health, Safety, Environmental Protection and Security)

10.1 乙方应当负责维护工地以及所有乙方机械、车辆、设备、设施、材料供应和运转，以及乙方控制的以及与乙方相关的或者在工程施工过程中使用的所有其他资源的整洁、干净和安全。乙方应当检查工地以确定工程过程中出现的缺陷、潜在的伤害来源或者危险条件和操作。乙方应当将该缺陷或者条件告知其员工和甲方代表，并且采取修复措施。

Party B shall be responsible for maintaining all the Party B 's machinery, vehicles, equipment, facilities, materials supply and operation on site, as well as keep the other resource which are controlled by (or related to) Party B tide, clean and safe in the construction process. Any defect on site should be checked

Party A: Party B:

to determine if it is potential source of injury or hazardous conditions and actions. The defect or condition on Party B's site should be informed to their employees and Party A's representatives, and to take remedial measures.

10.2 乙方应当遵循工程施工所在地适用的所有法律（国际、国家、当地或者其他法律）以及甲方和业主的 HSE 规定，包括防火、健康、环境保护和安保规定。

Party B shall follow all the appropriate law in the place of site (international, national, local and others), and other HSE rule set by Party A and the employer, including anti-fire, health, environment and safe security.

10.3 乙方应当熟悉和遵循业主和甲方关于健康、安全、环境保护和安全的政策和说明的要求。乙方应当确保在工程施工过程中采用的所有服务、材料和乙方的物品均符合当地政府或者其他当地行政机构颁布的法律、法规和要求。

Party B shall be familiar to and obey employer's and Party A's policy and instruction from of health, safety, environment protection. Party B shall ensure that all services, materials and items from Party B used in the construction process are comply with laws, regulations and requirements issued by the local government or other local administrative organization.

10.4 工程开工之前，乙方应当建立和提供书面的乙方健康、安全和环境计划以及应急响应方案以便保护和改善项目的安全性、健康和环境水平，应当符合甲方及行业标准的要求，并且经由乙方的管理人员签字和背书。乙方应当在工程开工之前编写和提交书面的健康、安全和环境计划以及应急相应方案以获得甲方的批准。该计划应当与工程的风险水平相符。乙方还应当提供乙方的安全组织及其责任说明。

Before the project commencement, the Party B shall establish and provide written programs of health, safety, environment, and emergency response in order to protect and improve the safety, health and environmental levels of the project. All the programs shall meet the requirements of Party A and industry standards. Besides that, the programs shall be put with Party A's signature and endorsement. Before the project start, Party B shall prepare and submit a written plans of health, safety and environmental and programs to obtain the approval from Party A. The plan should be consistent with the risk level of the project. Party B should also provide security organization and their responsibilities instructions.

10.5 乙方应当自费确保其所有的员工获得法律和业主规定中要求的必要的安全性培训及工作培训及特种作业培训。按照要求，应当向甲方提供该类培训的证明和作业资格。

Party B shall ensure the necessity of safety training, work training and special work training which are ruled by law and client on Party B's own expense. According to need, Party B shall submit a certificate of completion of these kinds of training to Party A.

10.6 乙方应当自担费用确保乙方的机械操作人员、司机持有所在国规定的相关作业执照。如果因危险操作行为，包括可能产生可预防事故的操作行为，按照具体情况，甲方将会对操作人员、司机、乙方做出惩罚。

Party B needs to guarantee its machinery operator and driver have any relevant certificate in Serbia on Party B's cost. If any dangerous operation behavior (or any behavior may arouse potential risk),

Party A: Party B:

according to the specific circumstances, the Party A will make the punishment to operators, drivers, Party B.

10.7 乙方应当负责维持和提高其员工以安全意识，包括安排定期的安全会议和应急演练。

Party B shall be responsible to maintain and enhance the safety awareness of its employees, including arrangements for regular safety meetings and emergency drills.

10.8 尽管有甲方代表或甲方人员在场，如果工程施工过程中发生任何事故或者事件，应当由乙方负责。按照甲方的要求，乙方应当将所有事件，事故和未遂事故报告给甲方。这包括调查和后续纠正措施以便防止类似事故的发生。尽管有上述规定，乙方应当在涉及设备或者人员或者环境的事故或者安全事件发生后立即向甲方报告，无论是否发生人身伤害或者财产损害或者环境污染。如果甲方认为伤害性的和非伤害性的事故性质严重，乙方应当，不要求甲方承担任何额外费用，进行彻底调查并且在事故发生后十四（14）天内采取甲方接受的形式向甲方提交详细的事故调查报告。

Party B shall be responsible for any accident happened during the construction progress, even though there is Party A representative or staff on site. According to Party A's request, Party B shall submit every accident, potential-risk affairs to Party A. Besides that, Party B shall report to Party A immediately after the accident or incident involving equipment or personnel safety or the environment problem, regardless of whether personal injury or property damage or environmental pollution. If Party A considered these harmful and non-harmful accidents is serious, Party A could carry out a thorough investigation without paying any additional cost to Party B , and Party B shall submit a detailed report of accident investigation ,in the form required by Party A in fourteen （14）days after the accident.

10.9 乙方应当任命一位称职的人员作为安全专员，就与工程施工相关的所有安全事项向乙方代表提出建议。如果甲方认为该人员能力不够或者不称职，甲方有权利拒绝接受安全专员的任命。工程开工之前，乙方应当就安全专员的任命向甲方发出通知。被任命的人员应当具备相应资格，并且具有类似工程的工作经验。

Party B shall appoint a qualified employee as a safety person, in charging of offering suggestion to Party B representative about safety affairs. If Party A considers this person is disqualified, Party A has the right to refuse this person's appointment. Before commencement of project, Party B shall give a written notice to Party A about its appointment of safety person, who shall has qualified and relevant work experience.

10.10 乙方应当自担费用提供甲方规定的工程施工所需的充足的急救设备、灭火器以及其他批准类型和数量的安全设备。根据本合同，乙方应当采取专业的方式养护设备。乙方应当根据法律、规定或者行业标准的要求重新验证上述设备。乙方应当保留所有设备的最新记录。

Party B shall be equipped with enough emergency equipment, fire extinguisher and other approved safety equipment with adequate amount. Party B shall take professional way to do equipment maintenance, retest and recording for newest use, according to law, regulation and industrial standard.

10.11 如果工程施工的安全性能需要，根据本合同条款的要求，乙方应当自担费用为其员工提供充足的个人防护设备。

According to the safety need for this project, as well as this contract, Party B shall bear its own cost for offering its staff enough personnel protection equipment.

Party A:

Party B:

10.12 乙方应当允许甲方代表或者其指定的第三方员工，包括政府代表，参加工程施工、进入工地、获得人员记录等，以便业主检查或者审计与工程安全性和施工环境相关的行为。

Party B shall allow Party A's representative or appointed third party (including official) to enter the site to do recording, measuring or any act aim to help client to inspect or related to construction environment.

10.13 乙方应当确保参加工程施工的所有人员身体健康。如果员工出现医学残疾，包括乙方认为不会对员工参与工程施工产生负面影响的医学残疾，乙方应当在工程开工之前向甲方报告。如果甲方要求，乙方应当提供其员工的医学证明。

Party B shall guarantee the health of all the involved staff on site. If Party A think some medical disability on their staff won't have negative influence to project, it shall give a written notice to Party A in advance of commencement. Party B shall offer its employee's medical certificate to Party A if Party A insists to check.

10.14 乙方应当自担费用，负责其员工的医疗福利，包括在工地上提供合格的医疗人员和医疗设备。乙方应当负责进行定期体检，如有必要，乙方应当做出医疗撤退、照料、治疗或者住院治疗安排。这包括为可能发生的意外事故做出恰当的保险责任安排。

Party B shall carry its cost for its employee medical benefit, as well as arranging qualified medical service and equipment on site. Party B shall also offer regular physical test for its employee, if necessary, Party B should make plan for medical evacuation, medical care, hospitalized care and suitable insurance for any possible accident.

10.15 根据甲方的健康、安全和环境政策说明，乙方应当重视环境问题，例如空气、水、土壤、动植物等，为避免因施工行为发生负面影响，应自担费用将因施工对环境的影响降至最低。乙方应当遵循工程所在国现有的与工程施工排放物相关的法律规章。

According to the Party A's health, safety and environmental policy statement, Party B shall pay attention to environmental issues, such as air, water, soil, plants and animals, etc. In order to avoid the negative impact of construction behavior, Party B shall bear its own cost to drop the impact on the environment a minimum level. The Party B should follow existing emissions associated with construction laws and regulations in Serbia.

10.16 如果甲方认为设备、人员或者工程条件不安全或者不符合甲方的规则和规定，甲方代表应当有权禁止工程开工或者停止部分工程施工或者停止向乙方支付到期费用。

If Party A believes equipment, personnel or engineering conditions is unsafe or does not comply with the rules and regulations of the Party A, the Party A representatives should have the right to prohibit or suspend some part of the project to start work or even cease payment to Party B.

10.17 乙方严重或者重复违背本合同中健康、安全和环境条款的要求，或者乙方在持续十（10）天内拒绝或者不能补救任何有害的工作惯例或者按照要求改善或者更换设备，将会构成实质性违约。在这种情况下，甲方有权利立即终止本合同，乙方没有权利向甲方提出索赔要求。

If Party B violates any demand of this contract in the area of health, safety and environment seriously or repeatedly, or Party B decline to give any remedy in 10 days, it will be regarded as practical violation. In this case, Party A has the right to terminate this contract immediately and Party B has no right to ask for compensation.

Party A: Party B:

10.18 根据甲方的政策，乙方的员工在甲方场所和工地工作时，应当持有甲方签字批准的通行证。
According to Party A's policy, only with permission sighed by Party A can the staff from Party B enters into Party A's project site.

10.19 除了甲方和乙方的员工，如果没有甲方的批准，工地上不能出现其他人员。
Beside the staff from Party A and Party B, without Party A's permission, no any other personnel shall stay on site.

11. 其他特殊条款/other special provisions

11.1 双方的通讯联络/the communication of both sides

11.1.1 合同开始履行至合同失效之间的所有双方通讯、通知和其他沟通应采用英文以书面形式适当地提交给另一方（地址如下所示），口头沟通不构成本合同项下的通知目的。只有当合同各方收到书面通知时，本合同项中任何规定发出的通知才被视为已提交。如果收到的通知的日期不是工作日，或在正常工作时间后，则收到通知的日期视为下一个工作日。任何一方都可以改变人和地址，但必须书面通知对方确认。

All the communications, notifications and other ways which can be connected to each other need to write in English on paper and in a proper way to submit to the other party (addresses as follows). Any oral communication does not constitute notice under this Contract. Only each party of this contract has received the notification on paper, the provisions can regard to be submitted. If received notification date is not the work day or after the regular work hours, such notification date will regard as the next work day. Each party can change people and addresses, but must be written on paper and inform the other party to confirm it.

11.1.1 甲方通讯地址和传真号码如下/Mailing address and fax number of Party A are as follows：
通讯地址/Mailing address：srb@tj-obw.com.

11.1.2 乙方通讯地址和传真号码如下/Mailing address and fax number of Party B are as follows：
通讯地址/Mailing address： office@geosonda-fundiranje.rs.

11.2 不可抗力/Force Majeure

11.2.1 如果本协议任何一方因受不可抗力事件（不可抗力事件指受影响一方不能合理控制的，无法预料或即使可预料到也不可避免且无法克服，并于本协议签订日之后出现的，使该方对本协议全部或部分的履行在客观上成为不可能或不实际的任何事件。此等事件包括但不限于水灾、火灾、旱灾、台风、地震、及其它自然灾害、交通意外、罢工、骚动、暴乱及战争（不论曾否宣战））、甲方所承包工程的业主终止合同的影响而未能履行其在本协议下的全部或部分义务，该义务的履行在不可抗力事件妨碍其履行期间应予中止。

If any party couldn't fulfill part or whole obligation under the contract due to force majeure (force majeure event means the affected party can't fulfill reasonable control or it is impossible to anticipate or even inevitable to overcome, and that appears after the date of signing of the contract, so that the parties to this Agreement perform all or part of the objective becomes impossible or impractical any further. such events include, but are not limited to floods, fires, droughts, typhoons, earthquakes, and other natural disasters, traffic accidents, strikes, civil commotion, riots and any war regardless of whether it is

Party A: Party B:

declared), and/or employer's termination, the performance of the obligation should be suspended during the force majeure period.

11.2.2 不可抗力事件发生时，双方应立即通过友好协商决定如何执行本协议。不可抗力事件或其影响终止或消除后，甲乙双方须立即恢复履行各自在本协议项下的各项义务。如不可抗力及其影响无法终止或消除而致使协议任何一方丧失继续履行协议的能力，则双方可协商解除合同或暂时延迟合同的履行，且遭遇不可抗力一方无须为此承担责任。

When force majeure happens, both parties shall, through amicably negotiation, immediately decide how to perform the contract. When it ceases to be effected by the force majeure, both parties need to recover their own obligation immediately. If force majeure or its influence couldn't be ceased, which caused any party couldn't continue its fulfillment of the contract, the parties should agree to terminate fulfill or postpone fulfill the contract.

11.2.3 如果任何一方被不可抗力妨碍或阻碍履行合同义务，履行此义务将被延缓，此义务方不用负担违约责任，但受不可抗力影响履行义务的那一方要立即通知另一方不可抗力，包括有关的合理的完全细节并在此原因引起停止操作时通知他方。

If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching contract and performance of the contract shall be postponed. The party who is influenced by the force majeure needs to inform the other party immediate as long as the project has been suspended by force majeure

11.2.4 如果不可抗力导致所有或部分工作的，双方协商，一旦确定是不可抗力性质就要立即决定采取适当措施，包括是否一些或者所有工作要延缓或终止。当不可抗力事件发生时，各方应合理地尽其所能将不可抗力的对本工程的延迟和影响降至最低，一方在已经制止了不可抗力的影响下，应通知另一方。

If the force majeure influences part or all the works, both parties should, through negotiation, take appropriate measures immediately, including make sure whether or not some or all of the work should be delayed or terminated. In the event of force majeure occurs, the parties should try their best to decrease the influence to the least. One Party shall notify the other ones long as the influence of force majeure has been eliminated.

11.2.5 甲方同业主签订的合同中关于不可抗力的描述和相关条款，作为本条款的补充，与本合同本条款具有相同的法律效力。

The provisions which describes force majeure and related provision in the supplement, signed by party A and the owner, has the same effect with this provision.

11.2.6 因不可抗力给乙方造成的损失，甲方无需承担任何责任，也无需向乙方支付费用，但若因此获得第三方的费用补偿，乙方有权分享此补偿。

For losses caused by force majeure, Party A shall bear no responsibility and shall not compensate Party B. But Party B has the right to share the compensation costs which gets from the third-party.

11.3 违约责任/Responsibility for breach the contract

Party A: Party B:

11.3.1 若因乙方工作中的错误行为、工作的延误以及提交错误的资料，给甲方造成损失（无论是名誉上的或是实体上的），无论是否具有主动性，均需承担责任，并赔偿由此给甲方造成的损失。

If Party A suffers any loss due to Party B's misbehavior, including but not limited to delaying and/or errors in measuring work or submitted materials, Party B should compensate Party A for all the losses.

11.3.2 因乙方原因导致本合同无法履行，在甲方重新寻找合适的钻孔桩专业分包商期间，甲方由此增加的直接或间接损失及费用，由乙方承担。

Party B shall bear any losses if the contract fails to be fulfilled due to Party B's fault, including but not limited to Party A's direct and/or indirect loss.

11.4 合同的中止和终止/The cease and termination of Contract

11.4.1 无论乙方是否违约，根据甲方与业主签订的合同规定，业主可随时自行选择终止整个工程或部分工程。乙方收到甲方转发的任何此类终止通知，乙方同意配合甲方对此类终止合同所造成的损失按照甲方与业主合同规定向业主提出索赔，如果因为乙方未能尽职配合甲方造成损失，责任和损失由乙方承担，索赔成功后，按照本合同索赔条款规定进行。

According to the contract between Party A and employer, employer could terminate a part of (or all) project any time by its own judge no matter whether Party B violates the contract or not. If Party B gets the notice of termination forwarded by Party A, Party B shall cooperate with Party A to claim compensation against employer according to contract. If Party B fails to fulfil its cooperation and causes a loss on Party A, the responsibility and lost shall be born on Party B. If compensation from employer could be achieved, Party A would pay to Party B according to claim clause of this contract.

11.4.2 由于不可抗力或非甲方原因，造成乙方施工暂时中止，中止期间，乙方不得因任何理由向甲方提出费用补偿，施工从新开始，工期继续计算。非乙方原因引起的施工中止，中止期间不计算工期，若因乙方原因引起的施工中止，中止期间计算工期，且乙方需补偿甲方损失。

If Party B has to cease its work caused by force-majeure or any reason not related to Party A, Party B shall not ask for compensation from Party A. The project term shall be recalculate after stop, and during the period of suspension, the charge of work is free. If the suspension is caused by Party B, the period of suspension shall be charged and the lost shall be born on Party B.

11.5 争端的解决方式/ Settlements of dispute

11.5.1 甲乙双方同意如遇争执，双方将采用协商解决，如无法协商解决，便会通过贝尔格莱德市法院相关部门解决。

Both Parties are obliged to try to resolve the dispute amicably if any dispute arises. If the dispute could not be resolved by negotiation, both parties shall resort to court in Belgrade.

11.6 遵守法律/Abidance by Law

11.6.1 如果乙方发现本合同与任何适用法律之间存在差异、矛盾或者冲突，乙方应当在合同签订前向甲方发出善意通知，合同各方应当同意对本合同做出修正。如果乙方没有能够发现乙方应该发现的该类差异、矛盾或者冲突，乙方应当承担由此造成的所有费用。

Party A: Party B:

If Party B found that there are any differences, contradictions or conflicts between this contract and any applicable laws, Party B shall give a notice to the Party A in good faith before signing the contract. The contracting parties shall agree to make amendments to the contract. If Party B fails to find such differences, contradictions or conflicts, Party B shall bear all costs arising therefrom.

11.6.2 乙方保证和同意，乙方及其团体的成员未经过甲方允许，不得和业主或当地其他机构进行基于业主合同和本合同相关的表态、宣传、泄密、承诺、交往。应当采取所有必要的措施保证其员工遵循商业行为和道德的国际要求，以及反腐败和反行贿受贿的国际要求，以及适用的塞尔维亚法律，由此引起的纠纷和造成的经济损失由乙方承担。

Party B guarantees and agree that without the Party A's permission, the Party B and its members are not allowed to air its opinion or make any kind of publicity, disclosure, commitment, communication, which based on the principal contract and the contract-related detail, to employer or any other local agencies and parties . Party B shall take all necessary measures ensure that their employees comply with international requirements and ethical business conduct, as well as international requirements of anti-bribery and anti-corruption, as well as the applicable law in Serbia, the economic losses caused by disputes supposed to be borne by the Party B.

11.6.3 乙方应当负责并且应当免除、补偿、保护和维持甲方及其团体免于遭受由于乙方或其团体违背或者声称违背适用法律所导致的任何类型和性质的索赔、债务、要求和诉讼请求，并且免于遭受由于乙方、乙方团体的成员、第三方或者政府机构违背或者声称违背适用法律、当地风俗习惯所导致的所有索赔、诉讼或者起诉。该补偿应当包括甲方或其团体遭受的与索赔、要求和诉讼相关的所有费用、处罚、判定、损害、判决、法庭和仲裁费用、顾问和见证费用以及所有其他的合理费用。

Party B shall guarantee the exempt, compensation, protection and maintenance be done for Party A or its organizations to be free from suffering claims, debts, demands and claims of any type, as well as all claims, lawsuits or prosecution arouse by Party B , its member, the third party or government agency because of the members of the Party A, Party organizations, third party or government agency claiming breach or violation of applicable laws, local customs caused. The compensation shall include the Party A or group suffered and claims, demands all fees, penalties and litigation related to the judgment, damages, judgments, court and arbitration costs, consultants and witness fees and all other reasonable expenses.

12. 合同的应用/The application of contract

12.1 合同的生效条件和失效条件：合同双方签订合同之后，合同正式生效，双方履行完合同约定的义务，付款完毕，合同失效。

The effective and expired prerequisite of Contract: The contract come into effect at the time it is signed by both parties. The contract shall be expired after both parties fulfil their obligation of this contract and payment has be done.

12.2 除本协议另有规定外，未经甲方书面同意，乙方不得转让其在本协议项下的全部或部分权利或义务。

Party A:

Party B:

Unless otherwise specified in this agreement, without Party A's written consent, Party B shouldn't assign all or part of its rights or obligations under this Agreement to others.

12.3 协议及其附件构成双方全部协议，并取代双方以前就该等事项而达成之全部口头或书面的协议、合约、理解和通信。

This Contract and its annexes shall be regarded as the full agreement between two parties, and it will replace any previous verbal or written agreement, contract, understanding and communication which is made before this contract is issued.

12.4 本协议任何一条款成为非法、无效或不可强制执行并不影响本协议其它条款的效力及可强制执行性。

If any provisions become illegal, invalid or non-executable, it will not influence the effectiveness and compulsory execution of other provision.

12.5 本协议或其附件的修订仅可经书面协议并经双方授权代表签字且须经双方采取适当的法人行动批准而作出。

Any modification to this contract takes effect only in written form and has been signed by each Party's representative.

12.6 除非另有规定，一方未行使或延迟行使其在本协议项下的权利、权力或特权并不构成对这些权利、权力或特权的放弃，而单一或部分行使这些权利、权力或特权并不排斥任何其它权利、权力或特权的行使。

Unless otherwise specified, if one party fails to or delay to exercise its rights, powers or privileges under this contract, it will not be regarded as waiving such rights, power or privilege, and exercising a single or partial of such right, power or privilege shall not excluded any other right, power or privilege exercised.

12.7 本协议附件是本协议不可分割的组成部分，并与本协议具有同等约束力。

The attachment of contract is inseparable part of the contract, and shall be equal binding as the contract.

12.8 若出现了合同中未约定的内容，双方协商并签订补充协议，补充协议作为本协议的补充文件，与本协议拥有相同的法律效力。

For matters not covered by this agreement, the Parties may reach supplement agreement through negotiation. The supplement agreement, as a integrate part of this agreement, shall have equal legal effect as this agreement.

12.9 本合约同时拥有中文和英语二种语言。若条款中二种语言有任何差异的话，英语具有优先解释权。

This agreement is made in Chinese and English. In the event of any differences between the two languages, the English version shall prevail.

Party A:

Party B:

12.10 本合同一式四份，甲方两份，乙方两份。

The Contract is made in four copies, two for Party A, two for Party B.

附件：Annex:

1、工程量清单。Bill of Quantities.

2、甲供材料价格。The material prices supplied by Party A.

3、乙方的资质证明资料。Proof Data of Party B's Qualification

Signed by _____ (for Party A)

Signed by _____ (for Party B)

Party A:

Party B:

附件 1 Attachment 1

工程量清单 BOQ

No.	Description of works	UM	Quantity	Unit price	Total
1	Transport of drilling machnines and equipment for execution of piles. Calculated per piece of machine per site transport. 钻孔机和打桩设备的运输。 以每台机器每台运输计算。	PCS	1	4900.00	4900.00
2	Drilling for piles of 900mm diameter with protective casing. Position includes drilling and concrete installation with tremie (concrete pump not included). Calculated by m1 of drilling, from the surface level. 钻孔直径为 900 毫米的桩，带有保护套管。 位置包括钻孔和混凝土安装（不包括混凝土泵）。 从地表水平按 m1 钻孔计算。	m	1244	91.00	113204.00
3	Installation of reinforcement cages for piles. Connecting the segments by welding is not included (Clients obligation). Calculated per kg of installed reinforcement. 为桩安装钢筋笼。 不包括通过焊接连接分段（客户义务）。 每公斤安装的钢筋计算。	kg	249723.39	0.07	6620.37
4	Use of drilling fluid (bentonite mud slurry for stabilization of borehole bottom from excessive water, sand and silt ingress. Only use if is necessary in addition to protective casing. Calculate pre m1 of drilling using bentonite slurry. 使用膨润土泥浆稳定桩基底部， 只有必要时才使用，按照每米使用泥浆钻孔计算	M1		10	
The total amount of commodity concrete					125,062.95

说明：1、上表内数量为图纸设计量；2、单价货币单位为欧元；

Remarks: 1. Quantities in the above form are the design DRAWINGS;2. Currency unit: EUR.

附件 2 Attachment 2

甲供材料价格 Material Price Provided By Party A

序号 No.	材料名称 Name of Material	单位 Unit	单价 Unit Price	损耗率 Spoilage Rate	说明 Note
1	商品混凝土 MB30 Commercial Concrete	M3	84	10%	
2	钢筋笼材料费 Raw Reinforcement 18M Raw Reinforcement 21M	Kg	1.05 1.09	0%	

附件 3Attachment 3

Party A:

Party B: